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INTERSTATE COMMERCE COMMISSION  
**SECURITY AGREEMENT AND NOTE**

Date December 18, 1968

The undersigned Borrower grants to The Bank of California, National Association ("Bank") a security interest in the following Collateral:

1. Motor Vehicle:

N U	Year	Make	Cyl.	Model	Body Type	Motor, Serial or ID Number	License No.
NONE							

2. All other (describe): One 20,000 gallon capacity class ICC-111A 100W-1 coiled tank car initialed and numbered TGOX 2085.

Manufacturer: General American Transportation Corporation.

and any replacements, increase and products of such Collateral and accessions thereto now or hereafter to be garaged, moored or located at the real property known as 235 Montgomery Street in the City of San Francisco, California  
c/o Transgo, Inc.

A. Said security interest is granted as security for repayment to Bank at its San Francisco Main

office of \$ 10,000.00 which Borrower promises to pay in 60 equal successive monthly instalments of \$ 205.00 beginning January 10, 1969 and the balance of \$ \_\_\_\_\_ on \_\_\_\_\_

19\_\_\_\_\_, with interest on each unpaid instalment from maturity thereof at the rate of 1% per month or the highest rate allowed by law, whichever is less. Mortgagor also promises to pay five cents (5¢) for each dollar in default more than ten days (but said charge shall not exceed \$5 for any one delinquent payment), all collection costs, including attorneys' fees and any deficiency after realization on the Collateral and payment and performance of all Borrower's present and future obligations to Bank, whether absolute or contingent ("Debt").

As evidenced by note # 52049

B. Mortgagor warrants and agrees that:

1. He owns absolutely and is in possession of Collateral. He will at all times keep title of any motor vehicle or boat that is Collateral registered to show the security interest of Bank and shall deliver the evidence of said registration to Bank. He will keep Collateral in good condition and repair, free of liens and all other claims except this security agreement, and give Bank access thereto at all times. He will keep Collateral insured against such hazards in such amounts and form as designated by, and such company as approved by, Bank, loss payable to Bank as lienholder. Borrower assigns returned premiums to Bank, and shall deliver policies to Bank.

2. He will use said Collateral in accordance with law ~~and not~~ ~~for hire~~, and he will not remove or permit the removal of any motor vehicle or boat that is Collateral from this State, or other Collateral from said real property, or sell, transfer, or encumber or materially change Collateral.

3. \*Any life or health and accident insurance purchased as a part of this transaction is only to secure Borrower's performance hereof.

4. If more than one Borrower signs, their liability is joint and several. Any Borrower who is a married woman agrees to recourse against her separate property for the Debt. Discharge of any Borrower except for full payment, or any extension, forbearance, change of rate of interest, or acceptance, release or substitution of Collateral or any impairment or suspension of Bank's rights against a Borrower, or any transfer of a Borrower's interest to another, shall not affect the liability of any other Borrower. Until the Debt shall have been paid or performed in full, Bank's rights shall continue even if the Debt is outlawed. All Borrowers waive: (a) any right

to require Bank to proceed against any Borrower before any other or to pursue any other remedy; (b) presentment, protest and notice of protest, demand and notice of nonpayment, demand of performance, notice of sale, and advertisement of sale; (c) any right to the benefit of or to direct the application of any Collateral until the Debt shall have been paid; (d) and any right of subrogation to Bank until Debt shall have been paid or performed in full.

5. On Borrower's default, at Bank's option, without demand or notice, all or any part of the Debt shall immediately become due. Bank shall have all rights given by law, and may sell, in one or more sales, Collateral in any county where Bank has an office. Bank may purchase at such sale. Sales for cash or on credit to a wholesaler, retailer or user of the Collateral, or at public or private auction, are all commercially reasonable. Bank may require Borrower to assemble the Collateral and make it available to Bank at the entrance to the location of the Collateral, or a place designated by Bank.

6. Defaults are:

(a) Borrower's failure to pay or perform this or any agreement with Bank or breach of any warranty herein.

(b) Any change in Borrower's financial condition which in Bank's judgment impairs the prospect of Borrower's payment or performance.

(c) Any actual or reasonably anticipated deterioration of the Collateral or in the market price thereof which causes it in Bank's judgment to become unsatisfactory as security.

(d) Any levy or seizure against Borrower or any of the Collateral.

(e) Death, termination of business, assignment for creditors, insolvency, appointment of receiver, or the filing of any petition under bankruptcy or debtor's relief laws of, by or against Borrower or any guarantor of the Debt.

7. Bank's acceptance of partial or delinquent payments or failure of Bank to exercise any right shall not waive any obligation of Borrower or right of Bank or modify this agreement, or waive any other similar default.

8. On transfer of all or any part of the Debt, Bank may transfer all or any part of the Collateral. Bank may deliver all or any part of the Collateral to any Borrower at any time. Any such transfer or delivery shall discharge Bank from all liability and responsibility with respect to such Collateral transferred or delivered. This agreement benefits Bank's successors and assigns and binds Borrower's heirs, legatees, personal representatives, successors and assigns. Borrower agrees not to assert against any assignee of Bank any claim or defense he may have against Bank. Time is of the essence. Borrower will execute any additional agreements, assignments or documents reasonably required by Bank to effectuate this agreement.

ANY INSURANCE APPLIED FOR AS PART OF THIS TRANSACTION DOES NOT INCLUDE  
PUBLIC LIABILITY OR PROPERTY DAMAGE COVERAGE.

\*1. A. W. Bain Jr.  
Borrower

2. \_\_\_\_\_  
Borrower

\*If Life Insurance is to be placed, the person whose life is to be insured must sign on line 1 above.

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